

| Board Office Use: Legislative File Info. | |
|--|------------|
| File ID Number | 14-0310 |
| Committee | Facilities |
| Introduction Date | 2-26-2014 |
| Enactment Number | 14-0338 |
| Enactment Date | 2-26-14 |




OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education
By: Vernon Hal, Deputy Superintendent, Business Operations 
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date February 26, 2014

Subject Amendment No. 1, Independent Consultant Agreement - First Alarm- District-wide Fire Alarm Monitoring Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with First Alarm for Fire Alarm Monitoring Services on behalf of the District at District-wide Fire Alarm Project, in an amount not to exceed \$81,800.00 increasing previous contract amount from \$158,000.00 to a not to exceed amount of \$239,800.00 and revising the end date from October 26, 2011 through June 30, 2013 to June 30, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The District's security monitoring system, ADT, was not able to fully implement the needs of OUSD.

Local Business Participation Percentage 0.00% (District Discretion)

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with First Alarm for Fire Alarm Monitoring Services on behalf of the District at District-wide Fire Alarm Project, in an amount not-to exceed \$81,800.00 increasing previous contract amount from \$158,000.00 to a not to exceed amount of \$239,800.00 and revising the end date from October 26, 2011 through June 30, 2013 to June 30, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Deferred Maintenance

Attachments

- Independent Contractors Agreement including scope of work
- Certificate of Insurance



AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and First Alarm. OUSD entered into an Agreement with CONTRACTOR for services on October 26, 2011, and the parties agree to amend that Agreement as follows:

1. Services: [] The scope of work is unchanged. X The scope of work has changed. If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work. The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional monitoring, daily communications tests and open and close reporting on the systems.

2. Terms (duration): [] The term of the contract is unchanged. X The term of the contract has changed. If term is changed: The contract term is extended by an additional One year, and the amended expiration date is June 30, 2014.

3. Compensation: [] The contract price is unchanged. X The contract price has changed. If the compensation is changed: The contract price is amended by x Increase of \$81,800.00 to original contract amount [] Decrease of \$_____ to original contract amount and the new contract total is Two hundred thirty-nine thousand, eight hundred dollars and no cents (\$239,800.00)

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

X There are no previous amendments to this Agreement. [] This contract has previously been amended as follows:

| No. | Date | General Description of Reason for Amendment | Amount of Increase (Decrease) |
|-----|------|---|-------------------------------|
| | | | \$ |

- 6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

David Kakashiba, President,
Board of Education

2/27/14
Date

Dr. Gary Yee, Acting Superintendent
Secretary, Board of Education

2/27/14
Date

Timothy White, Associate Superintendent
Facilities, Planning and Management

Date

CONTRACTOR

Contractor Signature

Date

Print Name, Title

[Signature] 30 JAN 2014
Bill Gurza, Branch Manager

File ID Number: 14-0310
 Introduction Date: 2-26-14
 Enactment Number: 14-0338
 Enactment Date: 2-26-14
 By:

EXHIBIT "A" Scope of Work

Contractor Name: First Alarm

Billing Rate: Eighty-one thousand, eight hundred dollars and no cents (\$81,800.00)

1. Description of Services to be Provided

The scope of the project is to provide additional Monitoring, Daily Communications Test, Open and Close Reporting. Fire System Monitoring: Daily Communications Test. Video: Monitoring.

2. Specific Outcomes:

Create equitable opportunities for learning and provide accountability for quality.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

| | |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

Susie Butler-Berkley 1-30-2014
Susie Butler-Berkley
Contract Analyst



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER InterWest Insurance Services License #0B01094 330 Tres Pinos Road, Suite A-1 Hollister CA 95023 | CONTACT NAME: Cynthia A. Byers PHONE (A/C, No, Ext): 831-635-2251 FAX (A/C, No): 831-638-6803 E-MAIL ADDRESS: cbyers@iwins.com | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|--|-------|--|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED First Alarm First Alarm Security & Patrol, Inc. 1111 Estates Drive Aptos CA 95003 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Ins Company</td> <td>23043</td> </tr> <tr> <td>INSURER B : Philadelphia Ind. Ins. Co.</td> <td>18058</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Liberty Mutual Ins Company | 23043 | INSURER B : Philadelphia Ind. Ins. Co. | 18058 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
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| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 458424192 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|---|
| B | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, BFPD <input checked="" type="checkbox"/> E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | Y | | PHPK1041186 | 7/1/2013 | 7/1/2014 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | PHPK1041186 | 7/1/2013 | 7/1/2014 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | PHUB426159 | 7/1/2013 | 7/1/2014 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC2615007127013 | 4/1/2013 | 4/1/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 SITE: Oakland High School, 1023 MacArthur Blvd., Oakland, CA. The Oakland Unified School District, its Directors, Officers, Employees, Agents & Representatives are named as Additional Insured per attached CG2010 11/85 form.

| | |
|---|--|
| CERTIFICATE HOLDER Oakland Unified School District, Department of Facilities Planning and Management 955 High Street Oakland CA 94601 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

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Policy Number: PHPK1041186

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|-----------------------------------|
| Blanket Additional Insured As Required by Contract | Required by Contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. **Section II – Who is An Insured** is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the locations(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance

does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2014

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IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 831612288

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
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| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <small>DED RETENTION \$</small> | | PHUB426159 | 7/1/2013 | 7/1/2014 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | WC2615007127013 | 4/1/2013 | 4/1/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: First Alarm job #121101704, OUSD Downtown project, 1050 2nd Avenue, Oakland, CA. Oakland Unified School District is named as Additional Insured per attached.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
955 High Street
Oakland CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number: PHPK1041186

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|-----------------------------------|
| Blanket Additional Insured As Required by Contract | Required by Contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. **Section II – Who is An Insured** is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the locations(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance

does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

| Project Information | | | |
|--|---|------|-----|
| Project Name | Fire Alarm Monitoring | Site | 988 |
| Basic Directions | | | |
| Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. | | | |
| Attachment Checklist | <input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider | | |

| Contractor Information | | | | | |
|------------------------|---|------------------|---|-------|--------------|
| Contractor Name | First Alarm | Agency's Contact | Jeremy Ellis | | |
| OUSD Vendor ID # | V05804 | Title | Project Manager | | |
| Street Address | 1111 Estates Drive | City | Aptos | State | CA Zip 95003 |
| Telephone | 831-476-1111 | Policy Expires | 7-1-2014 | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| OUSD Project # | PR1294 | | | | |

| Term | | | |
|----------------------|------------|--|-----------|
| Date Work Will Begin | 10-26-2011 | Date Work Will End By (not more than 5 years from start date) | 6-30-2014 |

| Compensation | | | |
|-------------------------------|----|------------------------------|--------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$239,800.00 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Changed Amount | \$ 81,800.00 |
| Other Expenses | | Requisition Number | |

| Budget Information | | | | |
|--|----------------------|------------|-------------|-------------|
| If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. | | | | |
| Resource # | Funding Source | Org Key | Object Code | Amount |
| 1414 | Deferred Maintenance | 9889000808 | 5826 | \$81,800.00 |

| Approval and Routing (in order of approval steps) | | | | | |
|---|---|--------|---------------|--------|--------------|
| Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued. | | | | | |
| 1. | Division Head | Phone | 510-535-70 | Fax | 510-535-7082 |
| | Director, Buildings and Grounds | | | | |
| | Signature | 2-5-14 | Date Approved | | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | |
| | Signature | | Date Approved | 2-7-14 | |
| 3. | Associate Superintendent, Facilities Planning and Management | | | | |
| | Signature | | Date Approved | | |
| 4. | Deputy Superintendent | | | | |
| | | | Date Approved | | |
| 5. | President, Board of Education | | | | |
| | Signature | | Date Approved | | |

| Board Office Use: Legislative File Info. | |
|--|------------|
| File ID Number | 11-2754 |
| Committee | Facilities |
| Introduction Date | 10/18/2011 |
| Enactment Number | 11-2338 |
| Enactment Date | 10-26-11 |



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date 10/26/2011

Subject Professional Services Facilities Contract- First Alarm Monitoring -
District-wide Fire and Security Project

Action Requested Approval by the Board of Education of a Professional Services Facilities Contract with First Alarm Monitoring for Fire Alarm Monitoring -Services on behalf of the District at District-wide Fire and Security Project, in an amount not-to exceed \$158,000.00. The term of this Agreement shall commence on 10/26/2011 and shall conclude no later than 6/30/2013.

Background The District's security monitoring system, ADT, was not able to fully implement the needs of OUSD. After careful consideration, the District hired First Alarm.

Local Business Participation Percentage 0.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.



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Community Schools, Thriving Students

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of a Professional Services Facilities Contract with First Alarm Monitoring for Fire Alarm Monitoring -Services on behalf of the District at District-wide Fire and Security Project, in an amount not-to exceed \$158,000.00. The term of this Agreement shall commence on 10/26/2011 and shall conclude no later than 6/30/2013.

Fiscal Impact

The funding source for this project is Deferred Maintenance.

Attachments

- Professional Services Contract including scope of work

Key Code:

9889000808-5826



FIRST ALARM

ALARM SYSTEMS
BURGLARY AND FIRE
ACCESS CONTROL
CLOSED CIRCUIT TV

CORPORATE OFFICE
1111 ESTATES DRIVE
APTOS, CA 95003
(831) 476-1111
(800) 684-1111
FAX: (831) 885-6629

BRANCH OFFICES

1111 ESTATES DRIVE
APTOS, CA 95003
(831) 476-1111
(831) 728-1111
FAX: (831) 885-6629

607 CHARLES AVE., SUITE A
SEASIDE, CA 93955
(831) 424-1111
(831) 549-1111
FAX: (831) 599-7510

2365 PARAGON DR., SUITE E
SAN JOSE, CA 95131
(408) 868-1111
FAX: (408) 615-8290

6555 HUNTER DRIVE, SUITE 7
ROHNERT PARK, CA 94928
(707) 542-1111
FAX: (707) 586-2464

www.firstalarm.com

BONDED & LICENSED
LICENSE # ACO1277
LICENSE # 430530

U.L. LISTED SERVICES
#2050 #2477
#2480 #2681

F.M. APPROVED
#3003069

Oakland Unified School District
955 High Street
Oakland CA 94601

RE: Fire and Security Monitoring

Carla,

The following proposal is based on the current services provided, and the requested new service of Open & Close Activity reporting. This new service will not result in any programming fees or labor charges.

OUSD currently pays First Alarm \$41.00 per month per system. OUSD currently has 162 systems online with our Central Station. The added service of Open & Close reporting will be an additional \$5 per month, per Security Specific system. (Stand alone Fire systems will not require this service/fee) Our normal monthly fee for this service is \$20.

First Alarm is able to reduce the standard cost of the Open & Close reporting to OUSD based on one major factor:

1 - Your Custodial Services Department / Police Services personnel will actively log in to the First Alarm system each night and run a report to see which school is in the unarmed state. Training will be provided at no charge.

***If the school district wants First Alarm to perform all actions of this service instead of the Custodial Services Department / Police Services people, the monthly fee will be \$15.00 per Security System.*


Proposed Fees:

| | |
|---------------------------|-------------------------------|
| Monitoring | \$28.00 per month, per system |
| Daily Communications Test | \$8.00 per month, per system |
| Open & Close Reporting | \$5.00 per month, per system |

(Please see page 2 of this proposal for details regarding the Open & Close Reporting)

I have attached the previous Agreement for reference with some basic edits to reflect the current situation. First Alarm is requesting a three year term on this new agreement.

Please call me or email me with any questions.


 First Alarm
 (831) 750 0635 Cell
 (831) 687 4231 Office
jellis@firstalarm.com

Explanations:



**If Oakland Unified School District elects to have First Alarm do all system checks every night to ensure all schools are armed, in some cases there might be as much as a 30 minute lag from when the schools should have been armed, to when we get in touch with the correct personnel. This will only be the case if a large amount do not close, and our dispatchers have to make calls to however many people are supposed to receive that information.

21 SEP 30 P 12:55
FACILITIES PLANNING
ADMINISTRATIVE

CONTRACTOR: First Alarm Monitoring TAX I.D. 942882805

**OAKLAND UNIFIED SCHOOL DISTRICT
AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES
CUPCCAA PROJECT \$175,000 AND UNDER**

District-wide Fire and Security Monitoring

THIS CONTRACT is made and entered into this **26th day of September** ("Contract"), by and between **First Alarm Monitoring** ("Contractor") and Oakland Unified School District ("District").

1. The Contractor shall furnish to the District for a total price of One hundred and fifty eight thousand Dollars (\$158,000.00) ("Contract Price"), the following services ("Services" or "Work"): **The scope of the project is to provide District-wide fire and security monitoring services by providing the following: 1) Monitor each school site for both intrusion and fire signals, and dispatch accordingly; 2) Notify persons listed on the account's Responsible Party list; 3) If needed, First Alarm will be available for service calls and requests for a Time and Material basis..**
2. Contractor shall possess and maintain in good standing throughout the performance of the Work the State of California Contractor License required to perform the Work. Contractor shall perform the Work throughout **the Oakland Unified School District** ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed within **Two years (2011 through 2013) or 730 days (2 years)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of NA (\$0.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
4. The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond(s), the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
5. Payment for the Work shall be made in accordance with the Terms and Conditions.
6. Inspection and acceptance of the ~~the~~ Work shall be performed by Building and Grounds Department of the Facilities Department of the District.
7. This Contract incorporates by this reference the Terms and Conditions attached hereto.

The Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

8. The Contract Documents include only the following documents, as indicated:

- | | |
|--|---|
| <input type="checkbox"/> Instructions to Contractors | <input type="checkbox"/> Asbestos & Other Hazardous Materials Certification |
| <input type="checkbox"/> Bid Form and Proposal | <input type="checkbox"/> Lead-Product(s) Certification |
| <input type="checkbox"/> Bid Bond | <input type="checkbox"/> Insurance Certificates and Endorsements |
| <input type="checkbox"/> Designated Subcontractors List | <input type="checkbox"/> Performance Bond |
| <input type="checkbox"/> Notice to Proceed | <input type="checkbox"/> Payment Bond |
| <input type="checkbox"/> Terms and Conditions to Contract | <input type="checkbox"/> Work Specifications |
| <input type="checkbox"/> Noncollusion Affidavit | <input type="checkbox"/> Exhibit "A" ("Scope of Work") |
| <input type="checkbox"/> Prevailing Wage Certification | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Workers' Compensation Certification | _____ [Other] |
| <input type="checkbox"/> Criminal Background Investigation Certification | _____ [Other] |
| <input type="checkbox"/> Drug-Free Workplace Certification | |

9. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.

10. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

11. If a conflict exists between the terms of this Contract and an incorporated version of the Contractor's Proposal or Quote, this Contract shall control over the Contractor's Proposal. In no case shall a document calling for lower quality material or workmanship control. The decision of the District in the matter shall be final.

12. Information regarding Contractor::

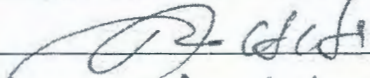
- Type of Business Entity:
- Individual
 - Sole Proprietorship
 - Partnership
 - Limited Partnership
 - Corporation
 - Limited Liability Co
 - Other: _____

Employer Identification and/or Social Security Number
NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

ACCEPTED AND AGREED on the date indicated below:

First Alarm Monitoring:

Date: September 27, 2011

By: 

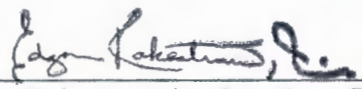
Print Name: DAVID HOOD

Its: PRESIDENT


OAKLAND UNIFIED SCHOOL DISTRICT


Jody London, President, Board of Education

10/27/11
Date


Edgar Rakestraw, Jr., Secretary, Board of Education

10/27/11
Date


Timothy White, Assistant Superintendent, Facilities,
Planning and Management

Date

APPROVED AS TO FORM:

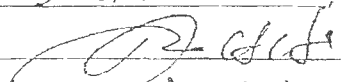
Catherine Boskoff, Outside Facilities Counsel

Date

ACCEPTED AND AGREED on the date indicated below:

First Alarm Monitoring:

Date: September 27, 2011

By: 

Print Name: DAVID HOOD

Its: PRESIDENT

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London, President, Board of Education

Date

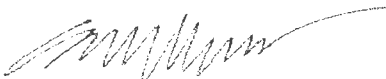
Edgar Rakestraw, Jr., Secretary, Board of Education

Date

Timothy White, Assistant Superintendent, Facilities,
Planning and Management

Date

APPROVED AS TO FORM:



Catherine Boskoff, Outside Facilities Counsel

10-5-2011

Date

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. In case of conflict between specification and drawings and/or actual site condition, such conflict shall be immediately called to the attention of the designated District representative. Resolution of conflict shall be in writing as approved by a District representative. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
5. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
6. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
7. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District and in no event shall the change or alteration exceed ten percent (10%) of the Contract Price. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any

other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

8. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
9. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
10. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.
11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
13. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
14. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship. Supervisor shall be on site at all times.

15. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **ACCESS TO WORK:** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
17. **PROTECTION OF WORK AND PROPERTY:** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury. District representative shall be advised immediately if such action has been necessary.
18. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
19. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
21. **FORCE MAJEUR CLAUSE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
22. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
23. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety percent (90%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or

has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 10% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

24. **PERMITS AND LICENSES:** The Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
25. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
26. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
27. **DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least 3 percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.
28. **NO SMOKING:** The District has a "NO SMOKING" policy at all sites. Contractor is responsible to make sure that no one smokes on school district property.
29. **PAYMENT BOND AND PERFORMANCE BOND:** If the Contract Price equals or exceeds twenty five thousand dollars (\$25,000) the Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
30. **CONTRACTOR'S INSURANCE:** Contractor has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **Commercial General Liability insurance:** \$1,000,000.00 for each occurrence and general aggregate with Products and Completed Operations Coverage;

Automobile Liability – Any Auto: combined single limit of \$1,000,000.00 **Excess Liability insurance:** \$2,000,000.00 **Workers Compensation:** Statutory limits. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. The Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. All endorsements shall waive any right to subrogation against any of the named additional insureds. All policies shall be written on an occurrence form. Contractor shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

31. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
32. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
34. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
 - Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.

35. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.
36. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
37. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in Alameda County, the county where the District administration office is located.
38. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
39. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
40. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
41. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
42. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by writing upon mutual consent.

NONCOLLUSION AFFIDAVIT
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Cruz)

_____ of the party making the foregoing bid or contract , that the bid or contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid or contract is genuine and not collusive or sham; that the bidder or contractor has not directly or indirectly induced or solicited any other bidder or contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or contractor or anyone else to put in a sham bid or contract, or that anyone shall refrain from bidding or issuing a proposal; that the bidder or contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price or contract price or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid or contract are true; and further, that the bidder or contractor has not, directly or indirectly, submitted his or her bid price or contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid or contract.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Noncollusion Affidavit is true and correct.

Date: 9/27/2011
Proper Name of Bidder: FIRST ALARM
Signature: [Signature]
Print Name: DAVID HOOD
Title: PRESIDENT

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

see attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Santa Cruz

Subscribed and sworn to (or affirmed) before me

on this 27 day of September 2011.

by
(1) DAVID HOOD

Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

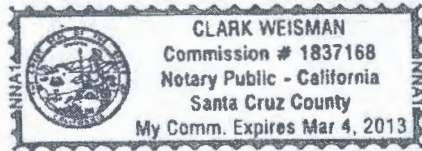
(2) _____

Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Clark Weisman

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

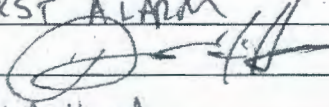
Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: 9/27/2011
Proper Name of Contractor: FIRST ALARM
Signature: 
Print Name: DAVID HOOD
Title: PRESIDENT

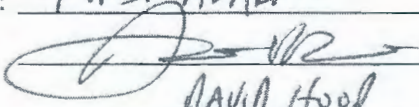
WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 9/27/2011
Proper Name of Contractor: FIRST ALARM
Signature: 
Print Name: DAVID HOOD
Title: PRESIDENT

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: September 27, 2011

Proper Name of Contractor: FIRST ALARM

Signature: [Signature]

Print Name: DAVID HOOD

Title: PRESIDENT

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

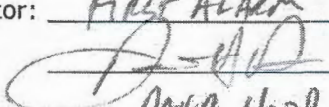
The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.


It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: 9/27/2018
Proper Name of Contractor: FIRST ALARM
Signature: 
Print Name: DAVID HOOD
Title: PRESIDENT

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

Date: 9/27/2011
Proper Name of Contractor: FIRST ALARM
Signature: 
Print Name: DAVID HOOD
Title: PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


| PRODUCER InterWest Insurance Services (FIRST10) License #0B01094 330 Tres Pinos Road, Suite A-1 Hollister CA 95023 | CONTACT NAME: PHONE (A/C, No, Ext): 831-635-2251 FAX (A/C, No): 831-638-6803 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: | | | | | | | | | | | | | | |
|---|--|--|-------------------------------|--------|--|-------|---------------------------------------|-------|------------|--|------------|--|------------|--|------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: Liberty Mutual Ins Company</td> <td>23043</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Philadelphia Indemnity Ins Co | 18058 | INSURER B: Liberty Mutual Ins Company | 23043 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
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| INSURER B: Liberty Mutual Ins Company | 23043 | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |
| INSURED First Alarm First Alarm Security & Patrol, Inc. 1111 Estates Drive Aptos CA 95003 | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: 1388100863 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCLJ, BFPD <input checked="" type="checkbox"/> E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | PHPK740418 | 7/1/2011 | 7/1/2012 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | PHPK740418 | 7/1/2011 | 7/1/2012 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$ | | | PHUB350610 | 7/1/2011 | 7/1/2012 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC2615007127011 | 4/1/2011 | 4/1/2012 | <input checked="" type="checkbox"/> WC STATU-FORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Professional Services contract. The Oakland Unified School District, its Directors, Officers, Employees, AGents and Representatives are named as Additional Insured per attached CG2010 10/01 and CA2048 02/99 forms.

| | |
|---|---|
| CERTIFICATE HOLDER Oakland Unified School District Department of Facilities Planning & Management 955 High Street Oakland CA 94601 | CANCELLATION 10 days for non-payment of premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| Blanket where required by contract | Any/all locations and projects where required by contract |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: PHPK740418

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PRIMARY/NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name and Address of Person or Organization:

Any Person or Organization as Required by Written Contract.

It is understood and agreed that coverage for the person or organization shown in the above schedule is primary and non-contributory as respects liability created by the errors, acts or omissions of the named insured herein and subject to the terms and conditions in the Additional Insured Endorsement attached hereto.

All other terms, conditions, limitations, and exclusions of this policy are unchanged and applicable.

All other terms and conditions of this Policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED

Section II Liability Coverage - A.1. WHO IS AN INSURED provision is amended by the addition of the following:

e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured," subject to the following additional provisions:

(1) The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage."

(2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.

(3) There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damages" to its property.

(4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.

(5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit."

(6) The coverage provided will not exceed the lesser of:

(a) The coverage and/or limits of this policy; or

(b) The coverage and/or limits required by the "insured contract."

(7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: PHPK7404'

PI-MANU-1 (01/00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PRIMARY NON-CONTRIBUTORY COVERAGE

Limited only to the operations of the insured, such insurance afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: PHPK7404

PI-MANU-1 (01/00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS,

5. is replaced by the following:

Transfer of rights of recovery against others to us

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an insured contract.

All other terms and conditions of this Policy remain unchanged.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are parties to a contract that requires you to obtain this agreement, provided you executed the written contract before the loss.

This endorsement is executed by the Liberty Mutual Fire Insurance Company

16586

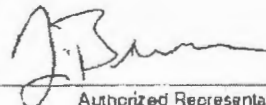
Premium \$

Effective Date 4/1/2011

Expiration Date 4/1/2012

For attachment to Policy No. WC2-615-007127-011

Countersigned by



Authorized Representative



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

| | | | |
|---------------------|---------------------------------------|-------------|---------------|
| Project Name | District-wide Security and Monitoring | Site | District-wide |
|---------------------|---------------------------------------|-------------|---------------|

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

| | |
|-----------------------------|---|
| Attachment Checklist | <input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider |
|-----------------------------|---|

Contractor Information

| | | | |
|---------------------------|---|------------------------------------|---|
| Contractor Name | First Alarm | Agency's Contact | Jeremy Ellis |
| OUSD Vendor ID # | V058204 | Title | Project Manager |
| Street Address | 1111 Estates | City | Aptos |
| Telephone | 1-800-684-1111 | State | CA |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Zip | 95003 |
| OUSD Project # | PR1204 | Policy Expires | 7-1-2011 |
| | | Worked as an OUSD employee? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Term

| | | | |
|-----------------------------|------------|---|-----------|
| Date Work Will Begin | 10-26-2011 | Date Work Will End By | 6-30-2013 |
| | | (not more than 5 years from start date) | |

Compensation

| | | | |
|--------------------------------------|----|-------------------------------------|---------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$ 158,000.00 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Changed Amount | \$ |
| Other Expenses | | Requisition Number | |

Budget Information

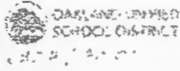
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

| Fund # | Resource Name | Org Key | Object Code | Amount |
|--------|----------------------|------------|-------------|---------------|
| 1414 | Deferred Maintenance | 9889000808 | 5826 | \$ 158,000.00 |
| | | | | \$ |

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

| | | | | | | |
|----|--|--------------|----------------------|--------------|------------|--------------|
| | Division Head | Charles Love | Phone | 510-535-7081 | Fax | 510-879-3673 |
| 1. | Capital Program Contract & Accounting Manager | | | | | |
| | Signature | | Date Approved | 10-4-11 | | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | | |
| | Signature | | | | | |
| 3. | Assistant Superintendent, Facilities Planning and Management | | | | | |
| | Signature | | Date Approved | | | |
| 4. | President, Board of Education | | | | | |
| | Signature | | | | | |



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

| Project Information | | | |
|--|---|------|---------------|
| Project Name | District-wide Security and Monitoring | Site | District-wide |
| Basic Directions | | | |
| Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. | | | |
| Attachment Checklist | <input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider | | |

| Contractor Information | | | |
|------------------------|---|------------------|---|
| Contractor Name | First Alarm | Agency's Contact | Jeremy Ellis |
| OUSD Vendor ID # | V058204 | Title | Project Manager |
| Street Address | 1111 Estates | City | Aptos State CA Zip 95003 |
| Telephone | 1-800-684-1111 | Policy Expires | 7-1-11 |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| OUSD Project # | PR1204 | | |

| Term | | | |
|----------------------|------------|---|-----------|
| Date Work Will Begin | 10-26-2011 | Date Work Will End By <small>(not more than 3 years from start date)</small> | 6-30-2013 |

| Compensation | | | |
|-------------------------------|----|------------------------------|---------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$ 158,000.00 |
| Pay Rate Per Hour (if hourly) | \$ | If Amendment, Changed Amount | \$ |
| Other Expenses | | Requisition Number | |

| Budget Information | | | | |
|--|----------------------|------------|-------------|---------------|
| If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. | | | | |
| Fund # | Resource Name | Org Key | Object Code | Amount |
| 1414 | Deferred Maintenance | 9889000808 | 5826 | \$ 158,000.00 |
| | | | | \$ |

| Approval and Routing (in order of approval steps) | | | | |
|---|---|--------------|---------------|-------------------------------|
| Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued. | | | | |
| | Division Head | Charles Love | Phone | 510-595-7081 Fax 510-879-3673 |
| 1. | Capital Program Contract & Accounting Manager | | | |
| | Signature | | Date Approved | 10-4-11 |
| 2. | General Counsel, Department of Facilities Planning and Management | | | |
| | Signature | | Date Approved | 10-5-11 |
| 3. | Assistant Superintendent, Facilities Planning and Management | | | |
| | Signature | | Date Approved | |
| 4. | President, Board of Education | | | |
| | Signature | | Date Approved | |